



# Folsom City Council Staff Report

<b>MEETING DATE:</b>	1/11/2022
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10784 - A Resolution Authorizing the City Manager to Execute an Agreement with Stantec Consulting Services, Inc. for Engineering Consulting Services for the Folsom Reservoir Raw Water Delivery Reliability Project and Appropriation of Funds and Authorizing the City Manager to Execute a Memorandum of Agreement Regarding Sharing of Costs for the Project
<b>FROM:</b>	Environmental and Water Resources Department

## **RECOMMENDATION / CITY COUNCIL ACTION**

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10784 - A Resolution Authorizing the City Manager to Execute an Agreement with Stantec Consulting Services, Inc. for Engineering Consulting Services for the Folsom Reservoir Raw Water Delivery Reliability Project and Appropriation of Funds and Authorizing the City Manager to Execute a Memorandum of Agreement Regarding Sharing of Costs for the Project.

## **BACKGROUND / ISSUE**

Presently, San Juan Water District (SJWD), the City of Roseville (Roseville), and the City of Folsom (Folsom), through an existing 84-inch intake pipeline and associated pumping plant, can take raw water from Folsom Lake near the main concrete dam at Folsom Reservoir. This intake also provides raw water to Folsom State Prison. The existing raw water system has been operated without major interruption or outages. Since there is not a current backup system in place for raw water supply, the three water agencies, the Bureau of Reclamation (Reclamation), and the United States Army Corps of Engineers (USACE) completed a Project Alternatives Solutions Study (PASS) in 2006 to identify potential redundant systems that could bring raw water to the agencies if unplanned outages were to occur again.

The Folsom Pumping Plant and existing 84-inch raw water pipeline are auxiliary features of the Folsom Dam Project and are operated and maintained by Reclamation. The PASS Team developed 14 alternatives and narrowed the list to four conceptual projects to further evaluate. Each of the four alternatives were further evaluated on cost, reliability, and benefit. One of the four alternatives, the *River Pump Station*, could be built downstream of Folsom Dam and not rely on a fixed water surface elevation in Folsom Reservoir for raw water deliveries and could be operated in any water year type. A second of the four alternatives, the *South Side Pump Station with New Intake in New Auxiliary Spillway*, could be built near the Auxiliary Spillway built by USACE. This facility would be built upstream of the Auxiliary Spillway and would be limited by the surface water elevation in Folsom Reservoir and could only be operated in certain water year types.

This resolution will authorize the City Manager to execute an agreement with Stantec Consulting Services, Inc. for Engineering Consulting Services for the Folsom Reservoir Raw Water Reliability Project and Appropriation of Funds for a not-to-exceed amount of \$269,710 and Authorizing the City Manager to Execute a Memorandum of Agreement Regarding Sharing of Costs for the Project.

### **POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$62,657 or greater shall be awarded by City Council.

### **ANALYSIS**

In order to accomplish the goals described above and determine the best course of action, the Cities of Folsom and Roseville and the San Juan Water District wish to conduct a planning and feasibility study to identify the following:

- Working with each agency to determine the relative demands for sizing the facility
- Review of historic storage and hydrologic conditions to evaluate how often each facility under the different alternatives can be used
- Identify pros and cons of each alternative, including operations and maintenance requirements if the facility is Reclamation owned and operated or agency owned and operated
- Identify power supply options for each alternative
- Identify the environmental requirements for each option (CEQA and/or NEPA)
- Develop a schedule for any environmental requirements for each option
- Include drawings (profile not needed) of the layout/alignment and probable construction costs for each alternative
- Include probable engineering design and specification development costs for each alternative

- Work with each agency and Reclamation to determine if the agencies need to include a new point of diversion in their contracts with Reclamation for the use of new diversion facilities
- Identify any regulatory requirements and include a description of what the requirements might be for each alternative
- Discussions with Reclamation and the agencies about operations and maintenance /ownership of the facility
- Include an overall project schedule for each alternative that includes design, environmental and construction
- Identify other potential alternatives to be further discussed

On September 7, 2021, the Environmental and Water Resources Department issued a Request for Proposals for engineering consulting services for the Folsom Reservoir Raw Water Delivery Reliability Project with proposals due to the City of Folsom on November 5, 2021. The Cities of Folsom and Roseville, San Juan Water District, and the Reclamation staff, together the Technical Committee, evaluated the consultant submittal based on relevant project experience, the consultant's understanding of the background and requirements of the project, qualifications and experience of the consultant's design team, previous work with public water agencies and Reclamation, and proposal costs.

Stantec Consulting Services, Inc. was the only team to submit a proposal. Five other consulting firms contacted the City and indicated that they would not be submitting a proposal due to current workload or not having specific experience in one of the areas outlined above. Stantec's proposal meets all of the necessary qualifications and experience requested by the three agencies and the three agencies agree the proposal is responsive. Stantec Consulting Services, Inc. also has several projects and studies they completed with the Bureau of Reclamation and the three agencies. The estimated cost of the study was \$250,000.

This resolution will authorize the City Manager to execute an agreement with Stantec Consulting Services, Inc. for Engineering Consulting Services for the Folsom Reservoir Raw Water Reliability Project and Appropriation of Funds for a not-to-exceed amount of \$269,710 and Authorizing the City Manager to Execute a Memorandum of Agreement Regarding Sharing of Costs for the Project.

### **FISCAL IMPACT**

The Folsom Reservoir Raw Water Delivery Reliability Project was not included in the FY 2021-22 budget. Therefore, an appropriation will be needed for the evaluation and review costs, and staff is requesting an appropriation of \$269,710. The appropriation will be in the Water Operating Fund (Fund 520) for \$134,855 and Water Impact Fee Fund (Fund 456) for \$134,855, and funds are currently available for this appropriation. The Cities of Folsom and Roseville and San Juan Water District will enter into a Memorandum of Agreement (MOA) regarding the sharing of costs for the study. Each agency will pay for one-third the costs of the study. The City of Folsom will be responsible for administering the contract for the services

of Stantec Consulting Services, Inc. and the City of Roseville and San Juan Water District will reimburse the City for their one-third share of the total contract costs.

**ENVIRONMENTAL REVIEW**

This project is a study and therefore is categorically exempt from environmental review under the California Environmental Quality Act as noted in Title 14 - California Code of Regulations, Chapter 3 - Guidelines for Implementation of the California Environmental Quality Act, Article 19 - Categorical Exemptions, Section 15301 – Existing Facilities.

**ATTACHMENTS**

1. Resolution No. 10784 - A Resolution Authorizing the City Manager to Execute an Agreement with Stantec Consulting Services, Inc. for Engineering Consulting Services for the Folsom Reservoir Raw Water Delivery Reliability Project and Appropriation of Funds and Authorizing the City Manager to Execute a Memorandum of Agreement Regarding Sharing of Costs for the Project
2. Memorandum of Agreement Regarding the Sharing of Costs for the Folsom Reservoir Raw Water Delivery Reliability Project

Submitted,

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Marcus Yasutake, Director  
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

## ATTACHMENT 1

**RESOLUTION NO. 10784**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR ENGINEERING CONSULTING SERVICES FOR THE FOLSOM RESERVOIR RAW WATER DELIVERY RELIABILITY PROJECT AND APPROPRIATION OF FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT REGARDING SHARING OF COSTS FOR THE PROJECT**

**WHEREAS**, the Cities of Folsom and Roseville and San Juan Water District identified that the planning and feasibility study for this project is critical to ensuring raw water delivery to our agencies for treatment and delivery to all water customers; and

**WHEREAS**, a Technical Committee made up of the Cities of Folsom, San Juan Water District, and the Bureau of Reclamation evaluated the proposals based on relevant project experience, the consultant's understanding of the background and requirements of the project, qualifications and experience of the consultant's design team, previous work with public water agencies and Reclamation, and proposal costs; and

**WHEREAS**, Stantec Consulting Services, Inc., by reason of their past experience and abilities for performing these types of services, are qualified to perform the required engineering consulting services for the project; and

**WHEREAS**, The City of Folsom will be responsible for administering the contract for the services of Stantec Consulting Services, Inc. and the City of Roseville and San Juan Water District will reimburse the City for their one-third share of the total contract costs; and

**WHEREAS**, sufficient funds are available in the Water Operating Fund (Fund 520) and the Water Impact Fee Fund (Fund 456), however an appropriation in the amount of \$269,710 is needed for the analysis and review; and

**WHEREAS**, the agreement will be in a form acceptable to the City Attorney:

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with Stantec Consulting Services, Inc. for Engineering Consulting Services for the Folsom Reservoir Raw Water Reliability Project and Appropriation of Funds for a not-to-exceed amount of \$269,710.

**BE IT FURTHER RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Agreement Regarding the Sharing of Costs for the Folsom Reservoir Raw Water Delivery Reliability Project.

**BE IT FURTHER RESOLVED** that the Finance Director is directed to appropriate \$269,710 for this agreement. The appropriation will be from the Water Operating Fund balance in the amount of \$134,855 and the Water Impact Fee Fund (Fund 456) in the amount of \$134,855, both of which are currently available.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of January 2022, by the following roll-call vote:

**AYES:** Councilmember(s):  
**NOES:** Councilmember(s):  
**ABSENT:** Councilmember(s):  
**ABSTAIN:** Councilmember(s):

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Kerri M. Howell, MAYOR

ATTEST:

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Christa Freemantle, CITY CLERK

## ATTACHMENT 2



MEMORANDUM OF AGREEMENT REGARDING SHARING OF COSTS FOR THE  
FOLSOM RESERVOIR RAW WATER DELIVERY RELIABILITY PROJECT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into, effective \_\_\_\_\_, 2022 by and among San Juan Water District (“SJWD”), the City of Roseville (“Roseville”), the City of Folsom (“Folsom”).

RECITALS

WHEREAS, the above-named agencies (hereinafter referred to collectively as the “parties,” or each individually as a “party”) have been working together to identify potential raw water supply reliability alternatives;

WHEREAS, the objective of the Folsom Reservoir Raw Water Supply Reliability planning and feasibility study is to evaluate potential raw water supply alternatives to the parties from the United States Department of Interior, Bureau of Reclamation (hereinafter “Bureau”);

WHEREAS, the parties believe it in their best interest, as well as the public’s best interest, to enter into a contract with a Consultant(s) to develop a planning and feasibility study for the Folsom Reservoir Raw Water Delivery Reliability Project.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. Technical Committee. The Parties hereby form a Technical Committee consisting of one representative of each of the Parties. A representative may, from time to time or permanently, designate an individual to act on the representative’s behalf. A representative from the Bureau will also be included on the Technical Committee. Meetings of the Technical Committee may be attended by anyone authorized by any representative. The purpose of the

Technical Committee will be to review and comment on the attached scope of services (Exhibit A). The Technical Committee shall meet as necessary at locations agreed upon by the Technical Committee, including remote meeting platforms.

2. Decisions of the Technical Committee. The Parties expect and intend that decisions of the Technical Committee will be made by consensus. In the event of disagreement over any decision, the representatives will vote to resolve the disagreement, with each representative having one vote, and the vote of the majority of representatives will be the decision of the committee. Should such voting not result in a majority, then the voting will proceed on a weighted basis with each agency representative being assigned a number of votes equal to their costs sharing percentage as defined in number “4” below, and the vote of the majority of the total number of votes so assigned shall be the decision of the committee.

3. Coordination with Consultant. The City of Folsom will act as the lead agency in contracting with the Consultant to complete the Project.

4. Cost-Sharing. The City of Folsom will be responsible for administering the contract for the services of the Consultant. It is understood and agreed the Parties shall each pay a percentage of the total contract as follows:

City of Roseville – 33.33%

San Juan Water District – 33.33%

City of Folsom – 33.34%

Upon receipt of an invoice from Consultant, the City of Folsom will forward a copy of the invoice to the other Parties, who within forty-five (45) days of the date of said invoice shall remit their percentage share of said invoice, as shown above to the City of Folsom for payment to the Consultant. In the event one or more parties believes an invoice should not be paid n

whole or in part, the dispute shall be resolved by the Technical Committee as set forth herein. The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts; provided however, that notwithstanding any provision respective contained herein, the City of Folsom shall be reimbursed by each of the other Parties for their respective percentage share of any and all money ultimately paid to the Consultant by the City of Folsom.

5. Price Ceiling. In no case shall the total value of goods and services procured pursuant to this MOA exceed \$269,710, except by Amendment to this MOA.

6. Cooperation and Further Documents. The Parties shall cooperate in executing any further documents that are reasonably necessary to implement this MOA's terms.

8. Term of MOA. This MOA shall be effective as of the date first written above and shall remain in full force until all services and contracts covered by this MOA have been completed and performed, and all payments required under this MOA have been made.

9. Notices. Any invoice, payment, notice or written communication where required or permitted by this MOA will be provided by U.S. Mail, or by electronic mail transmission, with confirmation of receipt, as follows:

SAN JUAN WATER DISTRICT

Paul Helliker  
General Manager  
9935 Auburn Folsom Road  
Granite Bay, CA 95746  
[phelliker@sjwd.org](mailto:phelliker@sjwd.org)

CITY OF ROSEVILLE

Richard Plecker  
Environmental Utilities Director  
2005 Hilltop Circle  
Roseville, CA 95747  
[rplecker@roseville.ca.us](mailto:rplecker@roseville.ca.us)

CITY OF FOLSOM

Marcus Yasutake  
Environmental and Water Resources Director  
50 Natoma Street  
Folsom, CA 95630  
[myasutake@folsom.ca.us](mailto:myasutake@folsom.ca.us)

10. Amendments. Any amendments to this MOA must be in writing and executed by all parties.

11. Counterparts. This MOA may be executed by the parties in separate counterparts; each of which when so executed and delivered to Folsom shall constitute an original. All such counterparts shall together constitute one and the same instrument.

12. General Provisions. There is no agency relationship between the parties. Furthermore, notwithstanding anything contained herein, the employees of each party shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

Any internal, in-house or administrative costs or expenses incurred by any party related to such party's obligations under this MOA shall be the sole responsibility of such party incurring said costs and expenses.

This instrument and any attachments hereto constitute the entire agreement among the parties concerning the subject matter hereof.

WHEREFORE, the parties execute this Memorandum of Agreement effective the first date written above.

IN WITNESS WHEREOF, the City of Folsom, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the City Council of the City of Folsom on the 11<sup>th</sup> day of January 2022, and SJWD and Roseville has caused this Agreement to be executed.

SAN JUAN WATER DISTRICT, a Community Services District

\_\_\_\_\_  
Date Paul Helliker, General Manager

ATTEST: ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Teri Grant, Board Secretary Date, District Attorney Date

CITY OF ROSEVILLE, a Municipal Corporation

\_\_\_\_\_  
Date Dominick Casey, City Manager

ATTEST: FUNDING AVAILABLE:

\_\_\_\_\_  
Sonia Orozco, City Clerk Date Dennis Kauffman, CFO Date

ORIGINAL APPROVED AS TO CONTENT: ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Plecker, Date Michelle Sheidenberger, City Attorney Date  
Environmental Utilities Director

CITY OF FOLSOM, A Municipal Corporation:

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Christa Freemantle, City Clerk

\_\_\_\_\_  
Date

ORIGINAL APPROVED AS TO CONTENT:

\_\_\_\_\_  
Marcus Yasutake,  
Environmental & Water Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elaine Andersen, City Manager

FUNDING AVAILABLE:

\_\_\_\_\_  
Stacey Tamagni, Finance Director

\_\_\_\_\_  
Date

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Wang, City Attorney

\_\_\_\_\_  
Date